

Please complete page 4 and
return entire document to:
CARDINAL TRACKING, INC.
1825 LAKEWAY DR, STE 100
LEWISVILLE, TX 75057-6046

CARDINAL TRACKING, INC.**Software License Agreement**

IMPORTANT - READ CAREFULLY: This Software License Agreement (License) is a legal agreement between you (Customer) and Cardinal Tracking, Inc. (Cardinal) for all Cardinal software, including associated media, printed materials online or electronic documentation (Software Product). The Software Product also includes any updates and supplements to the original Software Product provided to you by Cardinal. By installing, copying, downloading, accessing or otherwise using the Software Product, you agree to be bound by the terms of this Software License Agreement. If you do not agree to be bound by the terms of this Software License, do not install or use this Software Product, but return it to Cardinal.

1. **SOFTWARE PRODUCT LICENSE.** The Software Product is licensed, not sold, and the Software Product and all copyrights pertaining thereto remain the property of Cardinal or its suppliers.

2. **GRANT OF LICENSE.** This License grants you the following rights:

a. **Applications Software.** Only one copy of the Software Product or any prior version for the same operating system may be installed on a single computer. This includes any Software Product purchased by and licensed to you as listed on Cardinal's invoice to you.

b. **Storage/Network Use.** You may store or install a copy of the Software Product on a storage device, such as a network server, used only to install or run the Software Product on your other computers over an internal network; however, you must acquire and dedicate a license for each separate computer on which the Software Product is installed or run from the storage device. A license for the Software Product may not be shared or used concurrently on different computers.

3. **RESERVATION OF RIGHTS.** All rights not expressly granted are reserved by Cardinal.

4. **LIMITATIONS.**

- a. You may not reverse engineer, decompile or disassemble the Software Product.
- b. Software Product is licensed as a single product and its component parts may not be separated for use on more than one computer, with the exception of your purchase of a multi-user license allowing the use of the Software Product on a network.
- c. You may not rent, lease, transfer, or lend the Software Program.
- d. Your failure to renew license annually constitutes termination of this License.

Without prejudice to any other rights, Cardinal may terminate this License if you fail to comply with the terms and conditions herein. In such event, you must destroy all copies of the Software Product and its component parts.

5. **UPDATES AND UPGRADES.** Updates are revisions to the existing revision level of the application involving program fixes and minor program modifications. Upgrades are total releases that usually include new features and functions. All Updates and Upgrades are included in the Support Services provided as part of the annual application license renewal fee. Users will be notified of the availability of updates and upgrades along with descriptions of the modifications or functions included. The Update or Upgrade will be made available for download by currently licensed customers from Cardinal's FTP site after its release for distribution. It will be your responsibility to obtain any training or data related support services relating to any Update or Upgrade. The possibility of the necessity of such support services will be defined in the announcement documentation.

6. **DUAL MEDIA SOFTWARE.** You may receive the Software Product on more than one medium. Regardless of the type or size of medium you receive, you may use only one medium that is appropriate for your single computer. You may not use or install the other medium on another computer, nor may you loan rent, lease or otherwise transfer the other medium to another user.

7. **COPYRIGHT.** The Software Product is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title and copyright to the Software Product are owned by Cardinal or its suppliers. You must treat the Software Product like any other copyrighted material, except that the Software Product may be installed on a single computer, or on a network with the appropriate multi-user license, and keep the original solely for backup or archival purposes. You may not copy the electronic media or printed materials accompanying the Software Product; however, permission for such duplication may be requested from Cardinal.

8. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software Product and documentation are provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Cardinal Tracking, Inc., 1825 Lakeway Dr. Suite 100 Lewisville Texas 75057; Telephone 800-285-3833.

9. **TRADEMARKS.** This License does not grant you any rights in connection with any trademarks or service marks of Cardinal.

10. **CUSTOMER OBLIGATIONS.** You agree to furnish Cardinal with complete and accurate information describing your hardware and software configurations, and agree to promptly inform Cardinal of any changes thereto. **Failure to furnish such information will invalidate the limited warranty provided hereafter.**

11. **SUPPORT SERVICES.** Cardinal may provide you with support services related to the Software Product (Support Services). Use of Support Services is governed by the Cardinal policies and programs described in the user manual, in online documentation and/or in other Cardinal-provided materials. Any supplemental software code provided to you as part of the Support Services

shall be part of the Software Product and subject to the terms and conditions of this License. With respect to technical information you provide to Cardinal as part of the Support Services, Cardinal may use such information for product support and development, but Cardinal will not utilize such technical information in any form that identifies you.

12. LIMITED WARRANTY. Cardinal warrants that after installation and acceptance of the Software Product (which acceptance shall not be unreasonably withheld by you) (a) the Software Product will perform substantially in accordance with Cardinal's online manuals for a period of one year from the date of acceptance by you, and (b) any support services provided by Cardinal shall be substantially as described in applicable online or written materials provided to you by Cardinal. Some states and jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you. To the extent allowed by applicable law, implied warranties on the Software Product, if any, are limited to ninety (90) days. **THIS WARRANTY SHALL NOT BE EFFECTIVE UNTIL YOU HAVE ACCEPTED THIS LICENSE BY SIGNING BELOW IN THE SPACE PROVIDED AND FULFILLED YOUR OBLIGATIONS PURSUANT TO SECTION 10 OF THIS LICENSE TO FULLY INFORM CARDINAL OF YOUR SYSTEM CONFIGURATION AND COMPONENTS AND TO PROMPTLY ADVISE CARDINAL OF ANY CHANGES THERETO.**

13. CUSTOMER REMEDIES. Cardinal and its suppliers' entire liability and your exclusive remedy shall be, at Cardinal's option, either (a) return of the price paid, if any, or (b) repair or replacement of the Software Product that does not meet Cardinal's Limited Warranty and which is returned to Cardinal. This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse or misapplication. Any replacement of Software Product will be warranted for the remainder of the original warranty period, or thirty (30) days, whichever is longer.

14. NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Cardinal and its suppliers disclaim all other warranties and conditions, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the Software Product, and the provision of or failure to provide Support Services. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

15. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event shall Cardinal or its suppliers be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of profits or revenue, operational interruption, loss of data or other information, failure of your equipment, network or software not provided by Cardinal, or any other pecuniary loss) arising out of the use of or inability to use the Software Product or the provision of or failure to provide Support Services, even if Cardinal has been advised of the possibility of such damages. In any case, Cardinal's entire liability under any provision of this License shall be limited to the greater of the amount actually paid by you for the Software Product or U.S. \$5.00. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you.

16. **EXPORT PROHIBITED.** You may not export or re-export this Software Product, any part thereof, or any process or service that is the direct product of the Software Product (collectively the Restricted Components) to any country, person or entity subject to U.S. export restrictions. You agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any agency of the U. S. government. You warrant and represent that neither the BXA nor any other agency of the U.S. government has suspended, revoked or denied your export privileges.

17. **GOVERNING LAW.** **If you acquired the Software Product in the United States of America, this License is governed by and shall be construed in accordance with the laws of the State of Indiana.**

Customer Acceptance

License Agreement accepted this _____ day of _____, 20____.

[ORGANIZATION NAME]

By: _____

[AUTHORIZED SIGNATURE]

[PRINT NAME AND TITLE]